Department of
REC'D
MAY 10 1953
Educational and Medical Work

MEMO

Board of National Missions
Box 2539
Juneau
Alaska

from R.R.A.

to Miss F. M. Goddard

RE: SMALL BOAT HARBOUR

Yesterday I checked with Mr. I. McK Reed as to his knowledge of work at Haines harbour. As Territorial Commissioner f r Roads, etc. he said that his department was not going to do anything unless Haines ~~did~~ took the initiative. It is now between Haines and the Alaska Public Works.

That's all!

R.R.A. Armstrong

June 8, 1953

My dear Mr. Schwab:

This is to follow up the discussion while I was in Haines recently relative to the small boat harbor which the town is considering developing.

While we cannot commit the Board, we believe that the proposal would receive favorable attention and so suggest that it be put in writing and sent to us for presentation to the Board at its September meeting.

We do not feel in a position to take up the request at this time inasmuch as it came to us informally and verbally and a written statement therefore seems necessary to be sure that we have all the facts in hand.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Mr. Donald Schwab
Haines House
Haines, Alaska

KEG:ab

COPY

HAINES COMMON COUNCIL

Haines, Alaska

7/29/53

Board of National Missions
of the Presbyterian Church
156 Fifth Ave.,
New York 10, N. Y.

Dear Sirs:

It is the desire of the people of this community through the action of their City Council that the Board of National Missions be asked for a grant of land for the purpose of constructing harbor improvements such as, a small boat float, access road etc. for the convenience of the public. This subject has been previously discussed with Miss Gladfelter, Reverend Schwab and other interested parties who are aware of its improtance and necessity. The convenience of such improvements to Haines House alone can hardly be estimated. The construction of such facilities would be entered into jointly by the Town of Haines and the Territorial Government. The City Council would like to have the old Easement covering part of the land in question cancelled, and the following description prepared by Mr. Muncaster substituted for the existing Easement and asking for the following described land in the form of a grant for the purpose of constructing the much needed harbor improvements.

"A parcel of land in U.S. Survey No. 735 lying East of the center of the present beach road and running to tide water of Portage Cove; and at right angle from the North boundary of said survey which is South 9° 07½' West 150 feet distance to the South line of said parcel of land. The adjoining water to said tract is to be used for a small boat harbor for the Town of Haines, Alaska. The land embraced is described more fully as follows, to-wit:

Beginning at U.S.L.M. No. 573 which is also M.C.1 of U.S. Survey No. 735, thence North 80° 52½' West along the line to corner 4 of U.S. Survey No. 735 44.36 feet distance to the center line of the present beach road; thence South 4° 25' East on center line of present beach road, 154.29 feet distance to the South line of said tract, thence South 80° 52½' East to the mean tide water of Portage Cove 110 feet distance more or less; thence Northerly along the mean tide water of Portage Cove to the North line of U.S. Survey No. 735; thence North 80° 52½' West 45 feet distance more or less to U.S.L.M. No. 573 and point of beginning."

Very truly yours,

Earl G. Lammers - Mayor

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Director

Department of
REC'D
AUG 3 1953
Educational and Medical Work

July 29, 1953

Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

My dear Miss Gladfelter:

After receiving your letter of June 8 relative to the small boat harbor at Haines I immediately took the matter up with the City Council through Mr. Leonard King, City Clerk. Haines is a very busy place in the summer, and they wished a legal description of the land. Mr. King just brought this to me this afternoon, and I am forwarding their request on to you. They thoughtfully inclosed a carbon, which I am retaining in my files.

As I understand the location, this would be at the beginning of our property at the foot of Main Street, and will involve the location of the territorial barge landing at the site. Such a location would give visitors, etc. coming in a beautiful view of Haines House and the church.

You will note that there is reference to an old easement: This easement was given the city as a right of way to tidewater in order to provide an access route for pumping water for the fire department.

Very sincerely yours,

D A Schwab

cc: Mr. Leonard King, City Clerk-Haines

HAINES COMMON COUNCIL

HAINES, ALASKA 7-29-53

Board Of National Missions
Of The Presbyterian Church
156 Fifth Ave.
New York 10, N.Y.

Dear Sirs:

It is the desire of the people of this community through the action of their City Council that the Board of National Missions be asked for a grant of land for the purpose of constructing harbor improvements such as, a small boat float, access road etc. for the convenience of the public. This subject has been previously discussed with Miss Gladfelter, Reverend Schwab and other interested parties who are aware of its importance and necessity. The convenience of such improvements to Haines House alone can hardly be estimated. The construction of such facilities would be entered into jointly by the Town of Haines and the Territorial Government. The City Council would like to have the old Easement covering part of the land in question cancelled, and the following description prepared by Mr. Muncaster substituted for the the existing Easement and asking for the following described land in the form of a grant for the purpose of constructing the much needed harbor improvements.

" A parcel of land in U.S. Survey No. 735 lying East of the center of the present beach road and running to tide water of Portage Cove; and at right angle from the North boundary of said survey which is South 9° 07½' West 150 feet distance to the South line of said parcel of land. The adjoining water to said tract is to be used for a small boat harbor for the Town of Haines, Alaska. The land embraced is described more fully as follows, to wit:

Beginning at U.S.L.M. No. 573 which is also M.C.1 of U.S. survey No. 735, thence North 80°52½' West along the line to corner 4 of U.S. Survey No. 735 44.36 feet distance to the center line of the present beach road; thence South 4° 25' East on center line of present beach road, 154.29 feet distance to the South line of said tract, thence South 80° 52½' East to the mean tide water of Portage Cove 110 feet distance more or less; thence Northerly along the mean tide water of Portage Cove to the North line of U.S. Survey No. 735; thence North 80° 52½' West 45 feet distance more or less to U.S.L.M. No. 573 and point of beginning."

Yours very truly,

Earl G. Lammers

Earl G. Lammers - Mayor

6 | 70

Mr. Tribus
Ed. and Med. - Miss Goddard
Haines Easement for Small Boat Harbor.
Haines House, Haines, Alaska.

August 6, 1953

Attached are letters from Mr. Schwab and Mr. Lammers, mayor of Haines, Alaska covering the request for an easement for property to enable the town to develop a small boat harbor.

We would appreciate it if you would check this and the previous easement referred to and advise us as to the proper form of action to be presented to the Board.

Florence M. Goddard

FMG:veb

Miss Gladfelter
Copy for Ed. & Med.

Department of
REC'D
AUG 12 1953
and Medical Work

August 11, 1953

Rev. Donald A. Schwab,
Haines House,
Haines, Alaska.

Dear Mr. Schwab:

We are sending you herewith a copy of the description which you so kindly enclosed in your letter of July 29, 1953 to Miss Gladfelter, together with a blue print of U.S. Survey 735.

Will you kindly have Mr. Muncaster mark off on this blue print the area embraced by the small boat harbor and return it to me. I will then prepare an easement similar in form to that granted the Town of Haines in 1950 for securing sea water for fire protection, the easement to be for a period of ten years. If you can get this survey back to me before August 27, 1953, I shall be able to present it to the Board at their next meeting.

Your cooperation in this matter will be greatly appreciated.

Sincerely yours,

L-H-T

Lucien H. Tribus
Legal Counsel

LHT/MT

Eaton's
Prestige Onion Skin
MADE IN U.S.A.

C
O
P
Y

HAINES HOUSE

HAINES ALASKA

August 18, 1953

Mr. Lucien H. Tribus, Legal Counsel
Board of National Missions
156 Fifth Ave.
New York, N.Y.

My dear Mr. Tribus:

Mr. Muncaster returned the blueprint with the small boat harbor area marked off just this morning, and I am hastening to return it to you. I also took the liberty to add, in pencil, the location of our new building, since it will overlook the area.

Dr. Armstrong, Miss Gladfelter, and I talked over the possibilities of landscaping our grounds, and we are planning to bring in a new entrance to Haines House which will lie east of the manse, Willard Cottage and Haines House, and then to close the old road at the back since it brings everyone to our backdoors and is a traffic hazard for the kiddies at play. When this is done, with the boat harbor right in front, we will have a view second to none in the U.S.

Very sincerely yours,

s/ D. A. SCHWAB

The papers have just announced that the 8 inch pipeline from Haines to Fairbanks will be up for bid soon, and has been fully approved. I've had a new flock of inquiries about land.

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Dept.of Educational & Medical Work-Miss Goddard
FROM: Mr. L. H. Tribus **DATE** August 26, 1953
RE: Haines, Alaska
(Boat Harbor)

Attached hereto please find survey of our property at Haines on which Mr. Muncaster has indicated in red the area to be used as a small boat harbor, together with a copy of Don Schwab's letter to me of August 18, 1953. With this information at hand I see no reason why we should not request the Board's permission to grant an easement for use as a small boat harbor, if Miss Gladfelter concurs.

I also attach a copy of my reply to Don Schwab.

Lucien H. Tribus
Legal Counsel

LHT:D
Attach.

Department of
REC'D
AUG 26 1953
Educational and Medical Work

Ed. Med.

Law

August 26, 1953

RE: HAINES, ALASKA
(Small Boat Harbor)

The Rev. Donald A. Schwab, Executive
Haines House
Haines, Alaska

Dear Mr. Schwab:

Thank you for your letter of August 18, 1953 and for the blueprint which has been amended to show the location of the small boat harbor. In my own judgment I would see no reason why the location of this harbor would not be advantageous to our property. The Board will, however, have to give consideration to the matter. I will keep you posted.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept.of Educational & Medical Work

9/15

August 21, 1953

My dear Mr. Schmale:

I have just seen the correspondence about the small boat harbor on my return to the office and have discussed it with Mr. Arthur.

As I explained to Mr. Arthur, the proposal for a grant of land as now made by Mr. [illegible], the mayor, does not seem to be the one which we discussed while I was in Nelson and in which you, Mr. Armstrong and I were interested. The original proposal was that the harbor be located at the foot of Main Street and on the side of the bay away from Nelson Lagoon so that only an easement for an approach across our beach front property would be required. The new proposal as marked on the survey by Mr. Hennessy apparently calls for the location of the harbor on our side of Main Street and for the granting of a sizable tract of the beach front.

If we have interpreted the new proposal correctly, we are not ready to approve it. No recommendation will therefore be made to the Board at this time.

Very sincerely yours,

Katherine E. Chamberlain
Secretary, Department of
Educational and Medical Work

KEC:ETD
CC Mr. Arthur
Mr. Armstrong

Mr. Donald A. Schmale
Nelson House
Nelson, Alaska

September 16, 1953

My dear Mr. Schwab:

I am writing in a separate letter relative to the proposed location for the small boat harbor.

We realize that the land north of this location is already built up, as local leaders who discussed the project with us last May specifically mentioned this. At that time they talked only in terms of a narrow strip of our beach property to give access to the proposed harbor, which was to be located on the bay side of the built up stretch of beach. There was no indication that they were thinking of the large stretch now proposed, which would provide for roads, parking, etc. Perhaps you will remember that when we talked about this project, you raised the question several times as to whether, instead of deeding a small strip of land for access purposes, we could simply give a use permit, in order to retain control. We did not consider anything more than an access strip, and we are not ready, at the present time, to consider the expanded request which has now been made.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Rev. Donald A. Schwab,
Haines House
Haines, Alaska

KEG:mr

cc: Rev. Armstrong

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM: Letter from Mr. Schwab, dated Sept.8, 1953 **DATE** Sept. 16, 1953

RE: Re: Small Boat Harbor

With reference to the proposed boat harbor, as referred to in your letter of August 28: The location sketched on the map I sent Mr. Tribus, is the only location available, since all land north of this spot is already built up. I discussed the matter with Mr. Muncaster, and his comment is that the area is not larger than needed for the approach, (i.e. 15 ft. of beach front) because the topography of the land is hilly, and to prevent accidents at the foot of Main St. this large an area is needed for roads, parking, etc. The actual pier running into the bay is supposed to run to the east, then north, because of prevailing winds, and not in front of our property.

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO

FROM Letter from Mr. Schwab, Oct. 27, 1953 DATE

RE: Small Boat Harbor

Haines - Small Boat Harbor

Since there is still interest shown in a proposed boat harbor, I have left this on the sketch. Dr. Armstrong, Mr. Hartmann and I are all of the opinion that the location of a harbor at this spot will increase the value of our property and do nothing to spoil our view. There is talk of acquiring the property even if they have to condemn it. Dr. Armstrong made the suggestion to me that it might be a good idea for us to offer to deed fifty or one hundred feet of beach front if the city and territory would buy the property directly north. i.e. this would cost them no more than buying from us and would eliminate Harry's Bar!

NOV 2
Educational and Medical Work

October 29,1953.

Rev. Donald Schwab
Haines House
Haines, Alaska

Dear Don:

Today I had the conversation with Mr. Read of the Highway Dep't as promised. He was very glad to talk and gave me some good leads.

Mr. Read is of the opinion that the city is expecting a great deal more than he is able to produce. He will be a position to buy our property. He is interested in only enough land of the right of way for the fire department to get in the piling and rock for the breakwater. If the city decides to put in a boat harbour it will be their responsibility.

Plans are being drawn and he will review them with me. We must also receive permission from the Engineers for dredging, etc. It is his hope that this may be accomplished this year to help in the finances of the native people, but has no idea of the time of preparation.

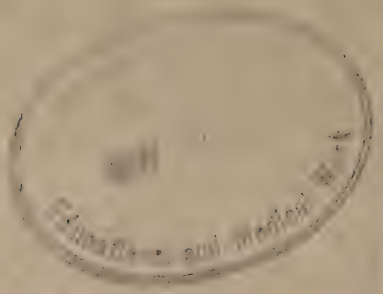
The Territory hopes to join forces with a large ferry syste, extending from Vancouver and Prince Rupert, B.C. that will serve the inside waterway as far as Haines and probably Skagway.

How much of this is confidential I do not know, but I would treat this with humility!

Most sincerely yours

I.Holland Armstrong

cc: Miss K. Cladfelter



October 29,1953.

Rev. Donald Schwab
Haines House
Haines, Alaska

Dear Don:

Today I had the conversation with Mr. Reed of the Highway Dep't for [illegible]. He was very glad to talk and gave me some good leads.

Mr. Reed is of the opinion that the city is expecting a great deal more than he is able to produce. He will be a position to buy our property. He is interested in only enough land of the right of way for the fire department to get in the piling and rock for the breakwater. If the city decides to put in a boat harbour it will be their responsibility.

Plans are being drawn and he will review them with me. He must also receive permission from the Engineers for dredging, etc. It is his hope that this may be accomplished this year to help in the finances of the native people, but has no idea of the time of preparation.

The Territory hopes to join forces with a large ferry syste, extending from Vancouver and Prince Rupert, B.C. that will serve the inside waterway as far as Haines and probably Skagway.

How much of this is confidential I do not know, but I would treat this with humility!

Most sincerely yours

R.Holland Armstrong

cc: Miss K. Cladfelter

12/23

To: Mr. Tribus

From: Miss Gladfelter December 7, 1953

Following the conference with Mr. Lock and you on Friday, December 4, I am returning herewith the letter and blueprint for the proposed small boat harbor in Haines.

When I was in Haines last May, several citizens of the community talked with me about the proposed installation and also the needed expansion of the public school.

In connection with the small boat harbor, this group pointed out at that time, that the best location was along the shore to the north of Main Street, since this portion of the waterfront is less subject to severe winds. Their suggestion then was that if the Board could make available approximately 50 feet of beachfront for access to the proposed boat harbor, the harbor itself could be located farther to the north.

In view of this conversation, I have the following questions:

1. Is the proposed location largely in front of the Board's property?

2. What other privately owned land to the north of Main Street does the city hope to acquire for the project?

I am also wondering how the project is to be financed; for example, who is to construct the breakwater and who will bear the expense of the floats for the harbor?

I also have a personal question as to just how much of our beachfront property the town is now asking for, as over against the 50 feet mentioned in the conference in May?

I believe that the town should be encouraged to develop the proposed boat harbor, but I also feel that other property owners should be expected to share in providing facilities, especially so since I was told that a location to the north of our property would really be more desirable.

KEG:mr K. E. Gladfelter

CC: Dr. Armstrong
Mr. Schwab

Miss Gladfelter

Department of Records
Educational and Medical Work

December 11, 1953

RE: HAINES, ALASKA

The Hon. John J. Schnabel
Mayor of
Haines, Alaska

Dear Mr. Schnabel:

Please excuse the delay in answering your good letter of November 4, 1953 with regard to the small boat harbor, which was occasioned by the necessity of waiting until time could be found to have a conference with Miss Katharine E. Gladfelter, Secretary of the Department of Educational and Medical Work, and Mr. D. Allan Locke, Treasurer of the Board. Miss Gladfelter has been in Alaska and discussed this matter while in Haines so we thought it best to await her return from another field trip before replying.

First, I want to assure you that this Board is desirous of cooperating in every way with the City of Haines in its program expansion. We are interested in the request of the City for a small boat harbor. We can see from your letter and a study of the survey that such a harbor would be of benefit to the City of Haines and probably to our mission property as well. As a matter of fact we consider the problems of Haines so vitally related to our own property that we feel that a careful study should be made looking toward, we hope, some sort of town planning for residential and business development. Before determining on the wisdom of such a step and before presenting t e small boat harbor question to the Board, there are a number of questions which need to be answered --

1. Is the proposed location largely in front of our property?
2. What other privately owned land, if any, to the north of Main Street does the City hope to acquire for the project? (Miss Gladfelter has raised this question because she understood while in Haines that the proposed harbor would be located to the north of Main Street in order to avoid prevailing winds and that only an access strip of our beach front property would be needed.)
3. How is the small boat harbor to be financed? For example, who is to construct the breakwater, and who will bear the expense of the floats for the harbor?

We would like to have a survey with an exact metes and bounds description of the harbor marked on the survey, indicating on same exactly how much of the Board's property would be required.

Assuring you of our continued cooperation, I am

Sincerely yours,

L.H.T.

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Rev. R. Rolland Armstrong
Rev. Donald A. Schwab
Miss Katharine E. Gladfelter

Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Director

Department of Foreign
DEC
Educational and Medical Work

Dec. 11, 1953

Miss Katharine E. Gladfelter
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

Dear Miss Gladfelter:

I stopped in to see our mayor yesterday immediately after seeing the carbon of your Dec. 7 memo to Mr. Tribus. He has given me the following answers to the questions you have raised. Earlier in the day the mayor was quite upset and had phoned that he was about ready to start condemnation proceedings to acquire the land. Their predicament is this: They are applying for Alaska Public Works funds for the project, and the city is supposed to actually own the land upon which the installation is to be placed. 1954 is the final year that public works funds will be available, and their only hope of getting the project is to have it approved now.

1. You will note that Cor #1 on the enclosed sketch is the NE corner of our property. Their proposal will require 195 of our frontage for a parking area. The project continues 93 ft further to the north. This property to the north is owned by a. Haines Wharf & Dock Corp. (i.e. Powell & Oslund) b. Mr. Loosely (welding shop) and c. Erik Oslund. Directly adjoining our property is a 25 ft strip owned by Paul Piedad, (Harry's bar). As I understand the project, they will need to acquire the actual land upon which the breakwater is built. Our shaded area will be a parking lot. They do not plan to buy all of the above mentioned property, for it would cost a great deal to buy Harry's Bar. The others will retain their property, since all the project requires is a parking area, and the breakwaters. This will inconvenience some of the other owners, especially as to the use their land can be used for. (i.e. they no longer have a waterfront lot.)

2. Another point that needs to be made: There is very little land that can be used for a boat harbor, for at a point about 200 ft. north of cor. 1, the land is an native reserve, and this would bring up a lot of legal entanglements over native aboriginal rights, etc.

3. The 195 ft of our frontage that will be asked will be for parking purposes, and not for any construction that would block our view.

I am not at all happy that the plan does not call for the elimination of the bar. I do think that a location at the foot of Main St. will be benificial to the value of our own property, also bring the ferry, which might someday develop into a big system, to a spot where Haines House will have an impressive view to visitors.

Very sincerely yours,

cc: Dr. Armstrong
encl. sketch

December 18, 1953

My dear Mr. Schwab:

As Miss Gladfelter is away from the office on a short field trip, I am acknowledging your letter of December 11 in regard to the small boat harbor. Miss Gladfelter will be very glad to have the answers to the questions in Mr. Tribus' recent letter and also to see the sketch showing the proposed location of this boat harbor. This will be brought to Miss Gladfelter's attention immediately upon her return.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department of
Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:ech

CC: Mr. Armstrong

Board of National Missions of the Presbyterian Church
In the United States of America

156 FIFTH AVENUE, NEW YORK CITY 10, NEW YORK

DEPARTMENT OF WORK IN ALASKA
REV. J. EARL JACKMAN, D.D.

DEPARTMENT OF EDUCATIONAL AND MEDICAL WORK
MISS KATHARINE E. GLADFELTER

ALASKA FIELD REPRESENTATIVE
REV. R. ROLLAND ARMSTRONG
Box 2539, JUNEAU, ALASKA

Department of
REC'D
JAN 7
Educational and Medical Work

January 4, 1954

Mr. John Schnable
Haines, Alaska

Dear Mr. Schnable:

Thank you for your letter of January 1st in reference to the land situation at Haines. I am confused by your attitude and dissapointed in your estimate for the situation because I know the Board of National Missions to be fair and interested in the total development of Haines.

Alaska is a changing picture. When Dr. S. Hall Young took patent on the Haines property he was pushing back the wilderness. There has been considerable development in Haines during these last years and it may be fortunate that the Board has deemed it wise to hold lands for good development than let it be overrunn by speculators. The land will be developed in an orderly fashion and future generations will be thankful that we have not dashed off in all directions to get rid of property, or to speculate with it.

It is also to be remembered by yourself and the City Council that the sale of property by the Board in Haines, is for the development of the Alaskan work. Nothing from the sale of the property is spent outside of Alaska. This has been done to insure even the Board of Missions from making a raid on Alaskan property at our won expense.

I have a letter from Mr. Tribus, addressed to you on the 11th of December. In this letter he has asked for basic information relative to making a decision on the release of lands to the city. I am writing him to find out if this information has been transmitted by you to him, for I cannot take any action as you suggest to intercede for the city, until I have this same basic information.

I am checking with a number of interested people here in Juneau on this project relative to my own report to New York. I know that the Board of Missions is not stopping this project, they are asking for needed information before releasing 195 feet of water front property.

After the question of desirability of disposal of property is decided, it takes the action of the Board itself (meeting four times a year) to make the final action. We must keep this moving if there is to be action!

Most sincerely

R. Rolland Armstrong

cc: L. T; KEG; D.S.

COPY

Conferences Relative to
Haines Property and the
Small Boat Harbour

Malcom & Foss
Mr. Olson 1-2-54
Mr. Foss 1-4-54

Federal Housing Authority
Mr. C. A. Carroll 1-4-54

Territorial Highway Engineer
Mr. Irving McKay Reed 1-4-54

Alaska Public Works
Mr. Donald Wilson and
Mr. John D. Argetsinger 1-4-54

Phone Call to
Rev. D. Schwab - 1-4-54
Relative to Schnable letter.

COPY

January 4, 1954

Mr. Lucian Tribus
156 Fifth Avenue
New York 10, N.Y.

Dear Luc:

I have just completed a conference with Mr. Donald Wilson of the Alaska Public Works. Mr. Wilson is a friend of many years standing from our days in Anchorage where he worked as a member of War Surplus and later as the City Manager.

Mr. Wilson's department has been in charge of the various projects where Federal assistance has been desired by communities. His department worked with the Haines water and sewer project. It gave them more grief than any other project in Alaska. By grief I should say that the people where the ones most responsible for the conflicts that arose.

Mr. Wilson has suggested that there may be some points that you should consider in the proposed small boat harbor at Haines:

(1) A lease for 20 years, renewable at the end of the time if cause can be shown for continuance of the project.

(2) Stipulation that no buildings , otherwise than those authorized after consultation with the Board, be permitted to be placed on the property.

(3) That in the event of tax assesments to harbor craft, that at no time will a boat connected with the Board be taxable.

(4) That the project be held exempt from taxation

(5) That the lessee will provide

Mr. Wilson has also said that we should have a completed plan by either a licensed surveyor or licensed engineer on the land and project to insure the correct and exact location of the facilities.

I place this information with you for your consideration. If the city is not going to buy out any existing property and wants the Mission to be the only release, then I believe that the lease agreement is fair. I still believe that the city should buy to the north of our property and have a good entrance to their proposed project , at the foot of the hill.

Most sincerely yours

cc: Miss Gladfelter; Mr. Schwab

R. Rolland Armstrong

Board of National Missions of the Presbyterian Church
In the United States of America

156 FIFTH AVENUE, NEW YORK CITY 10, NEW YORK

DEPARTMENT OF WORK IN ALASKA
REV. J. EARL JACKMAN, D.D.

DEPARTMENT OF EDUCATIONAL AND MEDICAL WORK
MISS KATHARINE E. GLADFELTER

ALASKA FIELD REPRESENTATIVE
REV. R. ROLLAND ARMSTRONG
BOX 2539, JUNEAU, ALASKA

January 4, 1954

COPY

Mr. Lucien Tribus
156 Fifth Avenue
New York 10, N.Y.

Dear Luc:

The enclosed letter from the Mayor of Haines is indicative of the temper of many of the people, not only toward the Board, but to one another.

Miss Gladfelter wrote some time ago about seeking the guidance of someone here in Juneau, if possible, to build the strategy for the disposition of property in Haines.

I have made several contacts that have provided information. Mr. Harold Foss, known to your office as an architect, had in 1945 some work in Haines. One of his men, made a subdivision of the Mission property at the request of someone from the mission. That survey is here in Juneau and Mr. Foss will give us a set of plans on this. He also has a townsite plat and some other information.

Mr. Foss thought that I should see the Federal Housing Agency about their service in subdivisions, and I have found them very interested in working along with us on this project.

I have made it very clear that we are not out to sell land, and they still insist that they are interested because it lends toward orderly development for the future. If we wanted to carry out the project into specifics of homesites, they would finally send it to Seattle. We could then register it as FHA approved. This would help the future sale of the property.

We will of course need some basic word from you folk back there as to the lines of the church. From there we could work out the industrial, business and homesites. How much do you want us to do on this from this contact with FHA and Mr. Foss?

Most sincerely yours

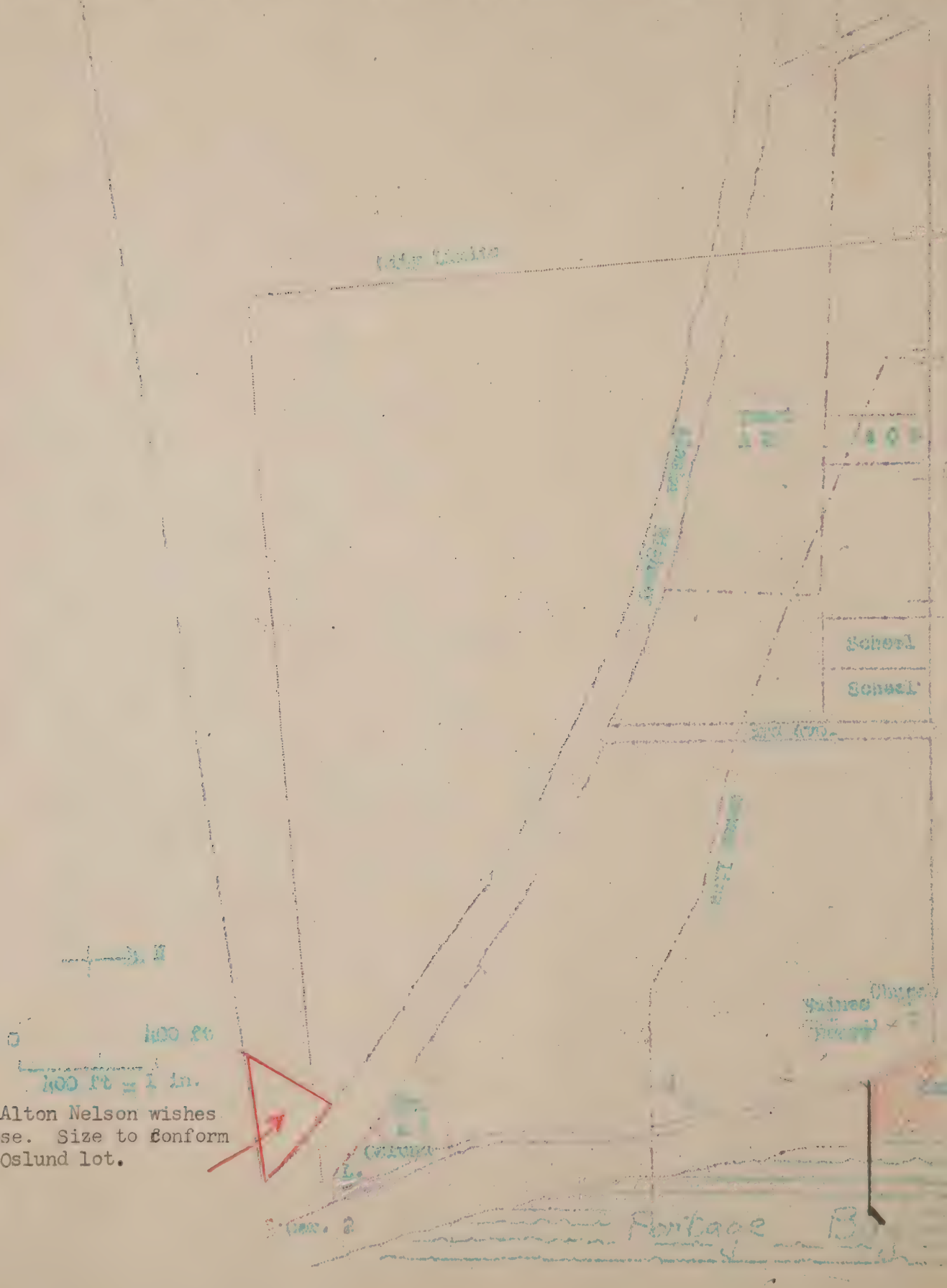
RRA

R. Rolland Armstrong

P.S. FHA would also include estimate of land value in their studies. They are working in ~~xxxxxxxx~~ Haines on a housing and apartment project. They do not forsee any great demand, unless the mine opens at Klukwan.

cc: Miss Gladfelter
Rev. D. Schwab

Location of present proposed boat harbor area shown in relation to Haines House. Breakwater shown in black, area owned by Bd N.M. shown in shaded area in red.
Present frontage from Board would be 195 ft. (a spot roughly due east of Executive cottage. North Breakwater is 93 ft north of Cor. #1, which is our NE corner.



Location Alton Nelson wishes to purchase. Size to conform to match Oslund lot.

Copy

HAINES COMMON COUNCIL

Haines, Alaska

January 12, 1954

Rev. Rolland Armstrong
Juneau, Alaska

Dear Mr. Armstrong:

I have received your letter and thank you for being prompt in answering. It is apparent that you feel that I am a little hasty in my desire for a Boat Harbor. Enclosed is a letter I wrote Mr. Tribus and the answer we received. I sent him the same print that is here enclosed and it is very informative as to location etc. I also sent him several photographs that helped in location determination. I also sent him a metes and bounds description. You will note from his letter that he implies that I never sent such by again asking for same. The print shows them that the Harbor would encompass three other peoples property. Mr. Loosli, Mr. Piedad, and Mr. Powell and Oslund. My letter stated that we expect the Territorial Highway Engineers office and the U.S.Army engineers to provide the construction funds. My frustrated attitude comes from letters that ask questions that are already answered. I see no need to reply as it would be only a duplicate of the letter they already have. I am sending you the correspondence for you to judge for yourself.

At the last Council meeting held Monday Jan. 4. it was decided to go ahead with Condemnation proceedings after I read the reply Mr. Tribus sent. I have been authorized to inform our attorney of our wishes. If you can give any sincere indication that the Board will sell this land instead of dragging us along on hopes that may never be realized, I see no reason why we souldn't give the money to the Mission that it would cost us to take the thing through Court. Please don't get the idea that I am a belligerent person, I am rather abrupt due to the fact, I am one of the busiest person in this town and I don't spend much time in conversation. I like to get things done and out of the way.

You state in your letter that we must keep this thing moving if ther is to be action. Please indicate the spot I should push.

Sincerely yours,

s/ John J. Schnabel

Mayor of Haines

(Mr. Schnabel's pen note:
Please return enclosed correspondence to ME)

Enclosures were: Mr. Schnabel's ltr. to Mr. Tribus dated 11/4/53
Mr. Tribus' ltr. to Mr. Schnabel " 12/11/53

The Department of Educational and Medical Work

January 14, 1954

Property

Haines House, Haines, Alaska

THAT the Board approve the leasing of approximately 195 feet of the water front property of Haines House, Haines, Alaska, lying between the road and the bay to the City of Haines with the understanding that the terms will be acceptable to the Board's legal Counsel and that they will include the following:

(1) A survey to be provided by the city and a completed plan by either a licensed surveyor or licensed engineer for the land and project to insure the correct and exact location of the facilities.

(2) A lease for 25 years, renewable at the end of the time if cause can be shown for continuance of the project.

(3) The stipulation that no buildings, otherwise than those authorized after consultation with the Board be placed on the property.

(4) Payment of any taxes by the city.

(5) Agreement that in the event of tax assessment to harbor craft, that at no time will a boat connected with the Board be taxable.

FURTHERMORE, that the Board authorize the proper officer of the Board to sign the necessary paper.

MEMORANDUM TO THE CABINET OF THE DIVISION OF MISSIONARY OPERATION

From: The Department of Educational and Medical Work

Date: January 14, 1954

Category: Property

Project: Haines House, Haines, Alaska

THAT the Board approve the leasing of approximately 195 feet of the water front property of Haines House, Haines, Alaska, lying between the road and the bay to the City of Haines with the understanding that the terms will be acceptable to the Board's Legal Counsel and that they will include the following:

(1) A survey to be provided by the city and a completed plan by either a licensed surveyor or licensed engineer for the land and project to insure the correct and exact location of the facilities.

(2) A lease for 20 years, renewable at the end of the time if cause can be shown for continuance of the project.

(3) The stipulation that no buildings, otherwise than those authorized after consultation with the Board be placed on the property.

(4) Payment of any taxes by the city.

(5) Agreement that in the event of tax assesment to harbor craft, that at no time will a boat connected with the Board be taxable.

FURTHERMORE, that the Board authorize the proper officer of the Board to sign the necessary paper.

Approved 1-14-54

Cabinet Action:

RSA

Sec. _____ Date _____

cc: Rev.R.Rolland Armstrong
Rev.Donald A. Schwab
Miss Katharine E. Gladfelter

January 25, 1954

RE: HAINES, ALASKA

The Hon. John J. Schnabel
Mayor of
Haines, Alaska

Dear Mr. Schnabel:

The Rev. R. Rolland Armstrong has allowed me the privilege of reading your letter to him of January 12, 1954.

I had not realized that my letter of December 11th to you was of such a nature that it would lead you to believe that the Board was being dilatory in this matter. I received from you the print and metes and bounds description, as your letter indicates, but I did not receive - nor has anyone in my office - any photographs, which would have been most helpful. I cannot account for the fact that we have not received them but that is the fact nevertheless.

I further cannot understand why you are of the opinion that this Board is delaying or does not wish to be cooperative. You have never had any reason to doubt any word from my office that I know of in the past. Furthermore, I feel obliged to repeat for the record that neither I nor anyone in Alaska has any authority to commit the Board. It is the intention of Miss Gladfelter and myself to present all of the questions involved in the matter of the small boat harbor and other available property at Haines to the Real Estate Committee of the Board in the very near future. It is my judgment, as I advised you previously, that the committee will then send a representative or representatives to Alaska to meet with the Town Council. No question of price is involved. It would therefore be very foolish for the Town Council to commence condemnation proceedings. If the Board were not being exceedingly considerate I doubt very much whether it would go to the expense of sending someone all the way up to Haines to meet with your group. In the event this procedure is not followed then I am sure the Board will give Dr. Armstrong full instructions.

I too would like to get things done and probably am just as busy as you are, but you must realize that you are dealing with an organization that has the welfare of Alaska very much at heart. All that I ask is that you be a little understanding and patient and I think you will find everything will work out to your satisfaction.

I am enclosing a blueprint with the request that you have your engineer indicate thereon in metes and bounds the description of the small boat harbor and return same to my office. The description in the metes and bounds which you sent does not tally with the print. It was for this reason that Miss Gladfelter and I wrote you as we did on December 11, 1953, which letter has not as yet been answered.

Sincerely yours,

Lucien P. Tribus
Legal Counsel

LPT:D

cc: Rev. Donald A. Schwab
Miss Katharine E. Gladfelter

January 25, 1954

RE: HAINES, ALASKA

The Rev. R. Rolland Armstrong
Box 2539
Juneau, Alaska

Dear Army:

I am returning your correspondence of January 12, 1954 from Mr. John J. Schnabel together with a letter which I have written Mr. Schnabel which you may mail to him if you care to, or return it to me.

The letter of December 11, 1953 which caused so much irritation on the part of Mr. Schnabel was written by Miss Gladfelter and me after a conference with Mr. E. Allan Locke, Treasurer of the Board. It is quite true that Mr. Schnabel sent me a metes and bounds description which contained a number of errors (I did not point this out to him). We had a surveyor check the description against our blueprint prior to my writing Mr. Schnabel and we were unable to reconcile the description. Therefore I thought the simplest thing for him to do would be to send us a survey with the metes and bounds description on it.

The other questions in our letter were information which Miss Gladfelter wanted and had not been answered at the time the letter was written. Had we received this information we would have had a meeting of the Real Estate Committee and matters would have progressed much farther than they had.

You can be sure that the Board of National Missions is very much interested in the situation at Haines, that the entire matter is coming up at the next meeting of the Board, and that so far as I know, no question of price is involved. I think the Board will probably consider very seriously the question of the lease which you yourself brought up or they may even consider a deed with some sort of reversionary clause. However, I cannot give you any more definite information until the Board has acted.

In the meantime it would be very helpful if the small boat harbor could be sketched accurately with courses and distances on the blueprint of the Haines property. Mr. Muncaster over at Haines has a number of these blueprints. I wanted this information on one print so that I could spread it out on the table in front of the committee. The only member of the Real Estate Committee who has been to Alaska and who knows anything about it would be Miss Emma Jessie Ogg who would prove most helpful. The best way I know of to delay this whole proceeding would be to allow it to get into court. If this happens we will of necessity take an entirely different viewpoint.

With kind regards to yourself and family, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
Enc.

INTER-OFFICE CORRESPONDENCE
BOARD OF NATIONAL MISSIONS

TO Miss Gladfelter
FROM: Miss Goddard
RE: Haines House - Small Boat Harbor

DATE January 27, 1954

When this action was presented at Headquarters Council, Mr. Locke raised a question concerning it saying that it was his understanding that a grant of land had been requested whereas this action called for a lease. Lillian and I were puzzled as we understood this had all been cleared with Mr. Locke as well as Mr. Tribus. Mr. Tribus was not at the meeting. Lillian pointed out that this was the recommendation of both Mr. Armstrong and Mr. Wilson of the Alaska Public Works. As Mr. Locke still questioned the action, she pointed out that the preamble to the action containted the proviso that terms be approved by the Board's Legal Counsel and that this therefore gave opportunity for any changes later which might be advisable. After some discussion on Mr. Locke's part the action finally passed.

I learned later from Mr. Tribus that another letter had come from Mr. Schnabel (a very disagreeable letter by the way) which Mr. Tribus had discussed with Mr. Locke but had not shared with this Department. I have since talked with him about it and he assures us that he is planning to send us a copy of this letter together with a copy of his reply.

He explains that in the discussion with Mr. Locke, the latter had the feeling that the whole Haines property situation should be referred to the Real Estate committee and probably representatives should go to Haines to study it before any action was taken. Mr. Tribus is of the opinion that they will try to get some members of the Real Estate Committee together after you return and before Board meeting.

I told Mr. Tribus that we were very much embarrassed at the meeting as we had had no intimation of a change in thinking on the proposition and did not know what was back of Mr. Locke's objections. Mr. Tribus says he has talked with Mr. Locke since the meeting and thinks he has straightened him out. He personally feels that the lease proposition is the best plan. Just what Mr. Locke's personal feeling now is, I do not know, but you will probably want to talk with him before the action comes up to the Board.

F. M. G.
Florence M. Goddard

FMG:ech

Miss Gladfelter
Miss Goddard
Haines House - Small Boat Harbor

January 27, 1954

When this action was presented at Headquarters Council, Mr. Locke raised a question concerning it saying that it was his understanding that a grant of land had been requested whereas this action called for a lease. Lillian and I were puzzled as we understood this had all been cleared with Mr. Locke as well as Mr. Tribus. Mr. Tribus was not at the meeting. Lillian pointed out that this was the recommendation of both Mr. Armstrong and Mr. Wilson of the Alaska Public Works. As Mr. Locke still questioned the action, she pointed out that the preamble to the action containted the proviso that terms be approved by the Board's Legal Counsel and that this therefore gave opportunity for any changes later which might be advisable. After some discussion on Mr. Locke's part the action finally passed.

I learned later from Mr. Tribus that another letter had come from Mr. Schnabel (avery disagreeable letter by the way) which Mr. Tribus had discussed with Mr. Locke but had not shared with this Department. I have since talked with him about it and he assures us that he is planning to send us a copy of this letter together with a copy of his reply.

He explains that in the discussion with Mr. Locke, the latter had the feeling that the whole Haines property situation should be referred to the Real Estate committee and probably representatives should go to Haines to study it before any action was taken. Mr. Tribus is of the opinion that they will try to get some members of the Real Estate Committee together after you return and before Board meeting.

I told Mr. Tribus that we were very much embarrassed at the meeting as we had had no intimation of a change in thinking on the proposition and did not know what was back of Mr. Locke's objections. Mr. Tribus says he has talked with Mr. Locke since the meeting and thinks he has straightened him out. He personally feels that the lease proposition is the best plan. Just what Mr. Locke's personal feeling now is, I do not know, but you will probably want to talk with him before the action comes up to the Board.

Florence M. Goddard

FMG:ech

Department of
JAN
and Medical Work

January 28, 1954

RE: HAINES, ALASKA

The Rev. R. Rolland Armstrong
Box 2539
Juneau, Alaska

Dear Mr. Armstrong:

Referring to Mr. Tribus' letter dated January 25, 1954 (mailed January 27th), we return herewith Mr. Schnabel's letter to you of January 12, 1954, together with the other correspondence on this subject, as you requested. We are sorry for the delay.

Sincerely yours,

Secretary to,
Lucien H. Tribus
Legal Counsel

D.
Enc.
cc: Dept.of Educational & Medical Work

Haines House, Haines, Alaska

THAT the Board approve the leasing of approximately 195 feet of the water front property of Haines House, Haines, Alaska, lying between the road and the bay to the City of Haines with the understanding that the terms will be acceptable to the Board's Legal Counsel and that they will include the following:
1/A survey to be provided by the city and a completed plan by either a licensed surveyor or licensed engineer for the land and project to insure the correct and exact location of the facilities.
2/ A lease for 20 years, renewable at the end of the time if cause can be shown for continuance of the project.
3/ The stipulation that no buildings, otherwise than those authorized after consultation with the Board, be placed on the property.
4/ Payment of any taxes by the city.
5/ Agreement that in the event of tax assessment to harbor craft, that at no time will a boat connected with the Board be taxable.
Furthermore, that the Board authorize the proper officers of the Board to sign the necessary papers.

It was VOTED that this be approved in principle and referred to the Real Estate Committee with power in consultation with the Legal Department.

COPY

Feb. 7, 1954

Relocation of Curve

Mr. Lucien Tribus
Board of Missions
New York, New York

Dear Mr. Tribus:

After consulting with Mr. Schwab, another problem is being included in this letter. As you will note from the map, there is now a proposed relocation of the curve on the south side of Front and Main. I did not ask Mr. Muncaster to lay this out on the map but being as he done it on his own and there is no way I can erase it, I will leave it as it stands and try and explain its reason. Last fall we hired an Engineering firm to do work for us. This included a modern electrical lighting system for Main Street, Concrete sidewalks on both sides of Main, Storm sewer and gutters the full length of Main, and the paving of Main Street. We had discussed with Mr. Schwab the elimination of the bad curve at Front and Main and we followed his recommendations in the laying out of the curve at this location. I had intended to take this up with you when our Engineer had sent us the finished plans, which should be within the next two or three weeks. Mr. Muncaster had done the field work on this project and was quite familiar with the picture and took it upon himself to include this curve with the description of the small Boat Harbor area. If I can get ahold of him, I will have a new metes and bounds description of the boat Harbor Area only written up and will send both of them to you.

The City of Haines is about to undertake the task of establishing a zoning Ordiance for Haines. This will of course designate residential and Business districts. Do you wish any consideration to be given you holdings here in respect to zoning? We have been assured that the Federal Housing Authority will be glad to do this work for us with our approval. Any indication as to your wishes on this will be given consideration, and we hope that you will indicate in the affirmative. If you wish your land to be held as Business sites, we will honor your request.

Indications of late are that we may have to wait some time for help in the realization of our Boat Harbor. Since last writing Mr. Armstrong, we have been informed that the Territory cannot let us now have the $5000 they promised us. Also Alaska Public Works, which had expressed a favorable opinion, is experiencing a cut back of their funds by congress with the result that Schools are about the only thing that they will assist with this year. I was just too slow to catch the easy money era and something else other than Federal aid may have to be developed. For the time being I'm coasting till a new idea is dug up.

Sincerely yours

John J. Schnabel, Mayor of Haines

COPY

Small Boat Harbor

Feb. 7, 1954

Haines

Mr. Lucien Tribus
Board of Missions
New York, New York

Old

Dear Mr. Tribus:

After consulting with Mr. Schwab, another problem is being included in this letter. As you will note from the map, there is now a proposed relocation of the curve on the south side of Front and Main. I did not ask Mr. Muncaster to lay this out on the map but being as he done it on his own and there is no way I can erase it, I will leave it as it stands and try and explain its reason. Last fall we hired an Engineering firm to do work for us. This included a modern electrical lighting system for Main Street, Concrete sidewalks on both sides of Main, Storm sewer and gutters the full length of Main, and the paving of Main Street. We had discussed with Mr. Schwab the elimination of the bad curve at Front and Main and we followed his recommendations in the laying out of the curve at this location. I had intended to take this up with you when our Engineer had sent us the finished plans, which should be within the next two or three weeks. Mr. Muncaster had done the field work on this project and was quite familiar with the picture and took it upon himself to include this curve with the description of the small Boat Harbor area. If I can get ahold of him, I will have a new metes and bounds description of the boat Harbor Area only written up and will send both of them to you.

The City of Haines is about to undertake the task of establishing a zoning Ordinance for Haines. This will of course designate residential and Business districts. Do you wish any consideration to be given you holdings here in respect to zoning? We have been assured that the Federal Housing Authority will be glad to do this work for us with our approval. Any indication as to your wishes on this will be given consideration, and we hope that you will indicate in the affirmative. If you wish your land to be held as Business sites, we will honor your request.

of late
Indications are that we may have to wait some time for help in the realization of our Boat Harbor. Since last writing Mr. Armstrong, we have been informed that the Territory cannot let us now have the $5000 they promised us. Also Alaska Public Works, which had expressed a favorable opinion, is experiencing a cut back of their funds by congress with the result that Schools are about the only thing that they will assist with this year. I was just too slow to catch the easy money era and something else other than Federal aid may have to be developed. For the time being I'm coasting till a new idea is dug up.

Sincerely yours

John J. Schnabel, Mayor of Haines

Ext. Mail

February 10, 1954

RE: HAINES, ALASKA
(Small Boat Harbor)

The Hon. John J. Schnabel , Mayor
City of Haines
Alaska

Dear Mr. Schnabel:

This is to advise you that the Committee on Real Estate and Real Estate Mortgages with the approval of the Board has authorized the Board to enter into a lease with the City of Haines, the lease to be for a period of 20 years, renewable at the end of that time if cause can be shown for continuance of the project - which is to be a small boat harbor. Among the provisions of the lease will be an agreement that there will be no building on the premises leased except as authorized in writing by the Board; that any taxes or assessments or other charges will be paid for by the City of Haines; that any boat owned and operated by the Board of National Missions will have the use of the harbor free of charge, and that there will be an annual consideration of $25.00 per year during the duration of the lease. The lease will also contain a clause by which the City of Haines agrees to hold the Board harmless from any accident arising out of the use of the small boat harbor, resulting in injury or death to any person or persons, the City to carry liability and marine insurance in an amount satisfactory to the Board during the period of time which the lease is in effect.

If these conditions and requirements meet with your approval, I will be glad to proceed to draft a lease and submit it to the City Council for consideration. If approved by the City Council we shall then have it executed by the Board and by the City of Haines.

We hope that this action of the Board will indicate its desire to cooperate in every way with the City of Haines.

It may also interest you to know that the Board has authorized one of its members to make a trip to Alaska in the spring for the purpose of conferring with the City Council and the Board's local representatives in order to work out plans for the future use of the property.

Please let me hear from you at your earliest convenience, and with kind regards, I am

Sincerely yours,

L.N.T.

Lucien N. Tribus
Legal Counsel

LNT:D
cc: Rev. W. Rohland Armstrong
Mr. D. Allan Locke
Dept. Educational & Medical Work ✓
Mr. Schwab

Sent to Rev. Armstrong for re-mailing in Alaska

February 10, 1954

RE: HAINES, ALASKA
(Small Boat Harbor)

The Rev. R. Rolland Armstrong
Box 2539
Juneau, Alaska

Dear Army:

If the enclosed letter on the subject of the small boat harbor addressed to Mr. Schnabel under today's date meets with your approval, will you kindly mail it directly to him? Thank you.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

D.
Enc.
cc: Mr. D. Allan Locke
Dept. of Educational & Medical Work
Mr. Schwab

February 11, 1954

Mr. Lucien H. Tribus
156 Fifth Avenue
New York 10, New York

Dear Luc:

I expect to be in Haines on Tuesday, the 16th, for conference with Mr. Schwab. At that time I will see Mr. Schnable. Before going to Haines I shall contact Territorial Highway Engineer Irving McKay Reed about the progress on the dock.

Yesterday I received another communication from Mr. Thomas Morgan relative to progress on the availability of land at Haines. I do not want to seem to press on this matter of clearance of the land questioned at Haines, but I would like to see something done before the building season opens.

What more can we do here to help your committee get ready for the proposed trip. I would like to remind you again of the offer of the Federal Housing Authority to make a complete study of our holdings. Mr. Carroll is willing to give us the expert advice of their Juneau Office.

Most sincerely yours,

KRA:MH

R. Rolland Armstrong

cc: Mr. Thomas Morgan,
Columbia Lumber, Juneau
Mr. Don Schwab
Miss Katherine E. Gledfelter

February 15, 1954

My dear Mr. Armstrong:

Mr. Tribus and I have just discussed your letter of February 11 about the Haines property and have agreed that since he wrote you just a few days ago about the small boat harbor I would write about the general developments.

I wrote you following the conference with Mr. Locke and Mr. Tribus some weeks ago to report our agreement that careful planning for our holdings in Haines should be made before any further land is disposed of. A recommendation to this effect was presented to the Board at its February meeting and the Board referred the matter to the Real Estate Committee which held a special meeting last week to discuss the matter of the boat harbor and the over-all property question.

The Committee has now asked Mr. Bestor, a member of the Board, and Mr. Tribus to visit Alaska this spring and they are hoping to do so though Mr. Bestor cannot give a final answer for about ten days. It now looks as though the time of the visit would be late May or early June.

We realize that this is probably later than you had hoped for, but Mr. Tribus' Office carries responsibility for all of the property interest of the Board, and since a number of major matters are pending just now, it just is not possible to fit in an immediate trip to Alaska.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Dr. R. Rolland Armstrong
Box 2539
214 Fourth Avenue
Juneau, Alaska

KEG:mjad
cc: Mr. Tribus
Mr. Schwab

Department of
RECD
FEB
Educational and Medical Work

145
49

EAW

February 15, 1954

Mr. Lucien H. Tribus
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

This is to thank you for the information on the small boat harbor for Haines. I am mailing your letter to Mr. Schnabel of Haines and will discuss it with him on my arrival there tomorrow. This seems to be a fair proposal on the part of the Board, and I can see no reason for Haines turning down this type of lease.

I have mailed to Dr. Jackman a communication from Charles E. Jones in regards to the manse property at Angoon in which he indicates that Lot 3 was conveyed to the Board and the deed approved July 12, 1940 by Oscar L. Chapman. This transaction is recorded in Volume 36, Pages 145, 146 and 147 in the Juneau Recording Precinct. I am sure you are aware of the restricted provisions of this deed reserving the grantors the right to re-purchase if at any time the property is not used for church purposes.

Sincerely yours,

RRA

RRA:MI

R. Rolland Armstrong

cc: Mr. D. Allan Locke
Miss Gladfelter

INTER-OFFICE CORRESPONDENCE

BOARD OF NATIONAL MISSIONS

TO Miss Katharine E. Gladfelter
FROM Mr. L. H. Tribus
RE: Haines, Alaska

DATE February 17, 1954

Following up my telephone conversation with you of today, I am attaching hereto letter under date of February 7, 1954 from John J. Schnabel, Mayor of Haines, Alaska, together with photograph and survey of 1948.

Lucien H. Tribus
Legal Counsel

D.
Attach.

February 26, 1954

My dear Mr. Schwab:

This is to share with you the enclosed copy of Mr. Schnabel's letter of February 7 relative to developments in Haines.

The small boat harbor is apparently out of the picture for some time to come but we see that the proposal for the relocation of the curve at the end of Main Street which was made verbally when Mr. Tribus and I visited Haines several years ago has been revived. Mr. Tribus will try to secure a metes and bounds description of the land involved so this is to request your judgment and Mr. Hartman's relative to the proposal. We realize that it will be a safety measure but how about the effect of the loss of this corner on the church property.

We welcome the proposed zoning Ordiance for Haines but are hoping that action will be delayed until early June when Mr. Tribus and a member of the Board visit Haines. We certainly are in no position now to attempt to suggest which portions of our property might be zoned for residential use and which might be zoned for business.

Very sincerely yours,

Katharine E. Gladfelter
Secretary, Department of
Educational and Medical Work

Mr. Donald A. Schwab
Haines House
Haines, Alaska

KEG:mjsd
Enclosure

cc: Mr. Tribus
Dr. Armstrong

MR. TRIPUS
DEPT. OF ED. & MED. - Miss Gladfelter

February 26, 1954

We have made copies of Mr. Schnabel's letter of February 7 to send to Mr. Schwab and Dr. Armstrong, and are returning the original herewith.

With respect to the relocation of the curve on the south side of Front and Main Streets I am writing Mr. Schwab to secure his judgment on the proposal. In the meantime you will probably wish to ask Mr. Schnabel for a metes and bounds description of the property affected.

In connection with the proposed zoning of the city we do hope that you can hold off the Haines Council until the Board's representatives visit Haines as we are in no position to give any judgment as to which might be residential area and which business.

Katharine E. Gladfelter

KEG:mjsd
Attached

HAINES HOUSE

HAINES, ALASKA

Rev. Donald A. Schwab, Director

Boat Harbor

March 1, 1954

My dear Miss Gladfelter:

Your letter with reference to developments in Haines and the copy of Mr. Schnabel's letter of Feb. 7 arrived in the morning mail.

Dr. Armstrong no doubt will soon be writing you, if he has not already done so, that he and I met with Mr. Schnabel, Mr. Powell (who is the City Chairman of the boat and harbor porject) together with Harold H. Waller, whom the city of Haines has engaged in the planning of the boat harbor and the curve at the foot of the Hill. Mr. Waller is with the Hubbell and Waller Engineering Corp. 416 Queen Anne Ave. Seattle 9, Wash.

I have recommended to Mr. Schnabel that the city consider the boar harbor project, and the rounding of the corner as two separate projects, in order to speed action on one of the other, as well as because one might not be acceptable. He has had the land surveyed, and Mr. Muncaster is preparing a metes and bounds description of the land involved.

Main Street Curve

Mr. Hartmann and I are very much in favor of the relocation of the curve at the foot of Main Street. The present city plan calls for filling at the base of the street about 6 ft. which will give a much better grade. The area has been staked out and mapped. The beginning of the radius of the curve starts directly north of the manse so that we lose very little land, and reaches the Portage Cove road about 200 ft. south of the corner. This will give a good grade, and permit us to landscape our property just above it. Mr. Hartmann and I raise one big objection to the project itself, and Mr. Armstrong also agrees. Namely, in the city planning, that we be very charitable in our land dealings, and that the city spend some of that money towards buying out the site instead. (Of course one of the city councilmen leases Harry's Var, so he is all-out for the project!) One other big item in this connection. I have learned that one of the porches of the bar extends some 6 ft. over onto Mission property. I stated that if and when the building is raised that we would immediately take steps to prevent this addition coming back onto our property. Dr. Armstrong knows the site. Cor. #1 of survey 573 which forms the north east corner of our property is located on a big rock right behind Harry's Bar--and the main building itself is built right to their property line. Therefore this entire porch extends onto our property.

Board Propocals for Boat Harbor

Also at this meeting Dr. Armstrong went over the proposed planning of the Boat Harbor, as presented in Mr. Tribus' letter. All of us feel that this is very fair, and are in agreement.

Zoning of Town

I very much favor Dr. Armstrong's suggestion that we ask the Alaska Housing

Authority, of Juneau, to help us plan our property for residential and business property, as well as in the retaining of the areas we should retain.

Very sincerely yours,

(signed)

D. A. Schwab

CC: Dr. Armstrong

HAINES HOUSE

HAINES, ALASKA

Rev. Donald A. Schwab, Director

March 1, 1954

My dear Miss Gladfelter:

Your letter with reference to developments in Haines and the copy of Mr. Schnabel's letter of Feb. 7 arrived in the morning mail.

Dr. Armstrong no doubt will soon be writing you, if he has not already done so, that he and I met with Mr. Schnabel, Mr. Powell (who is the City Chairman of the boat and harbor porject) together with Harold H. Waller, whom the city of Haines has engaged in the planning of the boat harbor and the curve at the foot of the hill. Mr. Waller is with the Hubbell and Waller Engineering Corp. 416 Queen Anne Ave. Seattle 9, Wash.

I have recommended to Mr. Schnabel that the city consider the boar harbor project, and the rounding of the corner as two separate projects, in order to speed action on one of the other, as well as because one might not be acceptable. He has had the land surveyed, and Mr. Muncaster is preparing a metes and bounds description of the land involved.

Main Street Curve

Mr. Hartmann and I are very much in favor of the relocation of the curve at the foot of Main Street. The present city plan calls for filling at the base of the street about 6 ft. which will give a much better grade. The area has been staked out and mapped. The beginning of the radius of the curve starts directly north of the manse so that we lose very little land, and reaches the Portage Cove road about 200 ft. south of the conner. This will give a good grade, and permit us to landscape our property just above it. Mr. Hartmann and I raise one big objection to the project itself, and Mr. Armstrong also agrees. Namely, in the city planning, that we be very charitable in our land dealings, and that the city spend some of that money towards buying out the site instead. (Of course one of the city councilmen leases Harry's Var, so he is all-out for the project!) One other big item in this connection. I have learned that one of the porches of the bar extends some 6 ft. over onto Mission property. I stated that if and when the building is raised that we would immediately take steps to prevent this addition coming back onto our property. Dr. Armstrong knows the site. Cor. #1 of survey 573 which forms the north east corner of our property is located on a big rock right behind Harry's Bar--and the main building itself is built right to their property line. Therefore this entire porch extends onto our property.

Board Proposals for Boat Harbor

Also at this meeting Dr. Armstrong went over the proposed planning of the Boat Harbor, as presented in Mr. Tribus' letter. All of us feel that this is very fair, and are in agreement.

Zoning of Town

I very much favor Dr. Armstrong's suggestion that we ask the Alaska Housing

Authority, of Juneau, to help us plan our property for residential and business property, as well as in the retaining of the areas we should retain.

Very sincerely yours,

(signed)

D. A. Schwab

CC: Dr. Armstrong

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Director

Department of Education and Medical Work

March 1, 1954

My Dear Miss Gladfelter:

Your letter with reference to developments in Haines and the copy of Mr. Schnabel's letter of Feb. 7 arrived in the morning mail.

Dr. Armstrong no doubt will soon be writing you, if he has not already done so, that he and I met with Mr. Schnabel, Mr. Powell (who is the City Chairman of the boat and harbor project) together with Harold H. Waller, whom the city of Haines has engaged in the planning of the boat harbor and the curve at the foot of the hill. Mr. Waller is with the Hubbell and Waller Engineering Corp. 416 Queen Anne Ave. Seattle 9, Wash.

I have recommended to Mr. Schnabel that the city consider the boat harbor project, and the rounding of the corner as two separate projects, in order to speed action on one or the other, as well as because one might not be acceptable. He has had the land surveyed, and Mr. Muncaster is preparing a metes and bounds description of the land involved.

Main Street Curve

Mr. Hartmann and I are very much in favor of the relocation of the curve at the foot of Main Street. The present city plan calls for filling at the base of the street about 6 ft. which will give a much better grade. The area has been staked out and mapped. The beginning of the radius of the curve starts directly north of the manse so that we lose very little land, and reaches the Portage Cove road about 200 ft. south of the corner. This will give a good grade, and permit us to landscape our property just above it. Mr. Hartmann and I raise one big objection to the project itself, and Mr. Armstrong also agrees. Namely, in the city planning, the plan is for the city to spend a $5,000 amount to elevate Harry's Bar. I suggested that we be very charitable in our land dealings, and that the city spend some of that money towards buying out the site instead. (Of course one of the city councilmen leases Harry's Bar, so he is all-out for the project!) One other big item in this connection. I have learned that one of the porches of the bar extends some 6 ft. over onto Mission property. I stated that if and when the building is raised that we would immediately take steps to prevent this addition coming back onto our property. Dr. Armstrong knows the site. Cor. #1 of survey 573 which forms the north east corner of our property is located on a big rock right beside Harry's Bar----and the main building itself is built right to their property line. Therefore this entire porch extends onto our property.

Board Proposals for Boat Harbor

Also at this meeting Dr. Armstrong went over the proposed planing of the boat Harbor, as presented in Mr. Tribus's letter. All of us feel that this is very fair, and are in agreement.

Zoning of Town

I very much favor Dr. Armstrong's suggestion that we ask the Alaska Housing Authority, of Juneau, to help us plan our property for residential and business property, as well as in the retaining of the areas we should retain.

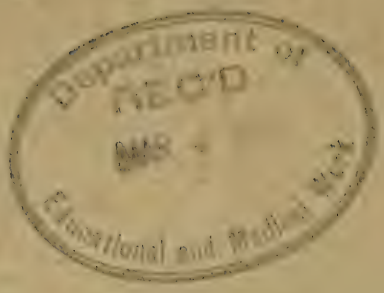
Very sincerely yours,

D. A. Schwab

CC: Dr. Armstrong

Ed. & Med.

NS



March 3, 1954

RE: HAINES, ALASKA

The Hon. John J. Schnabel
Mayor of
Haines, Alaska

Dear Mr. Schnabel:

Thank you very much for your letter of February 7, 1954, which I have shared with Miss Katharine E. Gladfelter, head of the Department of Educational and Medical Work of this Board.

I will appreciate having the new metes and bounds description of the boat harbor when you are able to secure same. In the meantime I am pleased to advise you that the Board has authorized Mr. Paul Bestor to visit Haines early in June for the purpose of meeting with the Town Council of the City of Haines, with the federal authorities, and of course with you in order to discuss zoning regulations and future treatment of the Board's property at Haines. Mr. Bestor is a very experienced real estate man and, before retiring, was head of the Real Estate Dept. of the Prudential Life Insurance Company. He is currently President of the New Jersey Trust Company. I expect to be with him and we hope that the City of Haines will defer action until we both can be there.

I am sure you know the Board has the welfare of the City of Haines very much at heart and that everything will be done to cooperate with you. Mr. Bestor, after visiting the location and meeting with the local people, will be in a position then to make recommendations to the Board. I realize of course that you people are in a hurry but in view of the cutback in federal funds I would think the very slight delay would not do anyone any harm.

With kind regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept.of Educational & Medical Work
Dr. Armstrong
Mr. Schwab

MR. THINGS
DEPT. OF ED. & WFD. - Miss Gladfelter

March 9, 1954

Attached is a copy of a letter of March 1 from Mr. Schwab of Maines House about the proposed Main Street curve, the Board's proposals for the Boat Harbor, and the future layout and use of the Board's property in relation to city zoning.

With respect to the Main Street curve I am willing to consider this since Mr. Schwab and Mr. Hartmann recommend it, provided we receive some compensation. I see no reason why we should give land and the city pay $5000 to elevate Harry's Bar.

We shall await word from you when Mr. Duncaster's description of the land involved is received. This should be in hand by March 26 for clearance at our Cabinet meeting on April 1.

Katherine E. Gladfelter

KEG:mjod
Attached

cc: Mr. Schwab
Dr. Armstrong

Ed. Sheet

4/13

March 12, 1954

RE: HAINES, ALASKA

Rev. Donald A. Schwab, Director
Haines House
Haines, Alaska

Dear Mr. Schwab:

Miss Gladfelter was kind enough to furnish me with a copy of your letter to her of March 1, 1954. She has advised me by memorandum of March 9th that she would be willing to recommend consideration of the Main Street curve with the understanding that some compensation would be made to the Board in consideration for a release by it of such a substantial portion of the Board's property.

We have not as yet received Mr. Muncaster's description of the land involved and suggest that same should be available not later than March 26th. Will you therefore use your best efforts to see that a description and plat of the proposed curve is in my hands as soon as possible?

I also wish to advise you that both Miss Gladfelter and I are very much in favor of Dr. Armstrong's suggestion that the Alaska Housing Authority of Juneau be asked to help in the planning of our property at Haines for residential and business purposes as well as the retaining of the areas which should be retained.

With kind personal regards, I am

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept.of Educational & Medical Work
Rev. R. Rolland Armstrong

Department of Health, Education and Welfare
RECD
SEP
COPY

HAINES COMMON COUNCIL
Box 139
HAINES, ALASKA

March 25, 1954

Mr. Lucien H. Tribus, Legal Counsel
Board of National Missions of the
Presbyterian Church
156 Fifth Avenue
New York 10, New York

Dear Mr. Tribus:

With reference to your letter of February 10, regarding the Small Boat Harbor, you may proceed to draft a lease and submit it to the City Council for consideration.

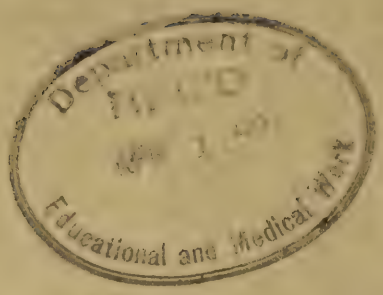
Hoping to hear from you in the near future, I am

Very truly yours,

s/ Marjorie Ward
City Clerk

mw

Ed & Med.



March 31, 1954

RE. HAINES, ALASKA
(Small Boat Harbor)

Haines Common Council
Att: Miss Marjorie Ward, City Clerk
Box 139
Haines, Alaska

My dear Miss Ward:

Thank you for your letter of March 24, 1954.

This is to advise you that we are working on a lease covering the Small Boat Harbor at Haines and within the near future we will send it on to you for consideration.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

D.
cc: Dept.of Educational & Medical Work

Mr. Tribus
Miss Goddard
Haines Small Boat Harbor

April 9, 1954

Miss Gladfelter has just returned to the office and I have shared with her the lease for the small boat harbor at Haines which you sent to this office. She has also seen the letter from Miss Marjorie Ward, City Clerk suggesting that you prepare this lease. As you probably know we had not had a copy of this letter until yesterday and so were not aware that the city had indicated readiness to go ahead with this plan.

We are considerably puzzled as to what has happened between February 7 when Mr. Schnabel wrote to you and the date of Miss Marjori Ward's letter, March 25. On February 7 Mr. Schnabel wrote as follows:

> "Indication of late are that we may have to wait some time for help in the realization of our Boat Harbor. Since last writing Mr. Armstrong, we have been informed that the Territory cannot let us now have the $5,000 they promised us. Also Alaska Public Works, which had expressed a favorable opinion, is experiencing a cut back of their funds by congress with the result that Schools are about the only thing that they will assist with this year. I was just too slow to catch the easy money era and something else other than Federal aid may have to be developed. For the time being I'm coasting till a new idea is dug up."

Since this is a very valuable piece of property which the Board is leasing to the town of Haines, Miss Gladfelter feels that we should have some further information as to the plan of the City before going ahead with this. We are therefore writing to Mr. Schwab today asking him to let us know at once what further information he has concerning the town plans, particularly as to the financing of the project. We would suggest therefore that you hold up the lease until we have heard from Mr. Schwab.

Florence M. Goddard

FMG:ech

4/20

April 9, 1954

My dear Mr. Schwab:

Miss Gladfelter has asked me to write you to inquire what information you have about the plans for the small boat harbor.

Mr. Tribus has recently shared with us a letter received from Miss Marjorie Ward the City Clerk suggesting that we proceed to draft a lease to be submitted to the City Counsel. This surprised us since no word had been received from the City since Mr. Schnabel's letter of February 7 in which he wrote as follows:

> "Indications of late are that we may have to wait some time for help in the realization of our Boat Harbor. Since last writing Mr. Armstrong, we have been informed that the Territory cannot let us now have the $5,000 they promised us. Also Alaska Public Works, which had expressed a favorable opinion, is experienceing a cut back of their funds by congress with the result that Schools are about the only thing that they will assist with this year. I was just too slow to catch the easy money era and something else other than Federal aid may have to be developed. For the time being I'm coasting till a new idea is dug up."

Can you tell us what has happened between February 7 and March 25 the date of Miss Ward's letter?

As you know the property in question is a valuable piece and Miss Gladfelter does not feel that the Board should go ahead with the lease without having some definite information as to what the City plans to do and how the building of the boat harbor will be financed. Please let us have any information which you may have or can secure. Miss Gladfelter hopes that you will send it very promptly since we shall hold up the lease till hearing from you.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department
of Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:ech

CC: Mr. Armstrong

Haines House
Haines, Alaska
Owned and operated by
Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Director

Department of
REC'D
APR 19 1954
Educational and Medical Work

April 13, 1954

Miss Florence M. Goddard
Board of National Missions
156 Fifth Ave.
New York 10, N.Y.

My dear Miss Goddard:

Your letter of the 9th arrived in today's mail. The plans for the small boat harbor are dormant just now because of a lack of funds. The city had hoped to use some funds either from the Territory, or Alaska Public Works on a matching basis, to start the project. They also had plans to use a large dredge that was in the area. Unfortunately the dredge sank near Ketchikan, and the economy minded Congress has not released further funds for the project.

I do feel, however, that we should go along with the city of Haines for the developing the boat harbor in its proposed location. Even though the project is dormant just at the moment, there has been a lot of talk and planning of a territorial ferry system between Haines and Ketchikan, and Prince Rupert, B.C. Once this materializes we will have a new highway system from the interior of Alaska and Seattle. The logical location for this ferry terminal would be at the foot of Main Street and in connection with the proposed boat harbor.

I believe we could well afford to draw this up, or at least reserve the location, because this will definitely help the valuation of the rest of our property, and give an excellent view of Haines House and the church to everyone using the system. This spot would become more valuable to us than ever in this way.

Dr. Armstrong may have some additional word on this from his contacts in Juneau, so I shall send him a copy.

Very sincerely yours,

A. R. Schwab

CC: Dr. Armstrong

April 20, 1954

My dear Mr. Schwab:

This is just a line to acknowledge your letter of April 13 answering our question regarding the small boat harbor. Thank you very much for bringing us up to date on the situation. In view of this and the possibility of the Territorial ferry system which you have mentioned, we shall not plan to go ahead with the lease with the City. We shall of course want to know before going ahead, what plans the City has for financing the project.

We shall appreciate your keeping us informed of any changes in the plans.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department
of Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:ech
CC: Dr. Armstrong

5/5

Mr. Tribus
Miss Goddard
Haines-Small Boat Harbor

April 20, 1954

Attached is the copy of a letter which we have just received from Mr. Schwab in answer to our question regarding the plans of the city for going ahead with this small boat harbor.

As you will see he reports that the plans of the city now seem to be dormant because of lack of finances. In view of this, Miss Gladfelter sugrests that you write to the City Clerk or Mr. Schnabble and explain that we have understood that the City plans are dormant at present and therefore we prefer not to go ahead with a lease which might have to be changed later.

You will note Mr. Schwab's comment in regard to the proposal for a Territorial ferry system. Since this might be tied in with the plans for the small boat harbor, it might be necessary to change the terms of the agreement. We feel therefore that it is important not to go ahead until we are sure of the plans and know better what funds the city will have at its disposal.

Florence W. Goddard

FWG:ech
CC: Dr. Armstrong

Ed. & Med.

B

165

Law

1/5

April 23, 1954

RE: HAINES, ALASKA
(Small Boat Harbor)

Haines Common Council
Att: Miss Marjorie Ward, City Clerk
Box 139
Haines, Alaska

My dear Miss Ward:

We have been advised that the plan for the development of the small boat harbor is dormant for the present. If you will let me know when you have definite plans for financing the project, I would be glad to send for your inspection and consideration a proposed form of lease.

Please let me hear from you.

Sincerely yours,

Lucien H. Tribus
Legal Counsel

LHT:D
cc: Dept.of Educational & Medical Work

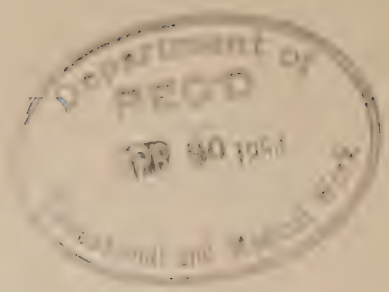
Haines House

Haines, Alaska

Owned and operated by

Board of National Missions
of the
Presbyterian Church in the United States of America

Rev. Donald A. Schwab, Director



April 26, 1954

Miss Florence M. Goddard
Board of National Missions
156 Fifth Ave.
New York, N.Y.

My dear Miss Goddard:

I have a question regarding your letter of April 20 with reference to the small boat harbor. You state:

"In view of this and the possibility of the Territorial ferry system which you have mentioned, we shall not plan to go ahead with the lease with the city."

Do you mean this as it reads, or do you mean this to read "now plan"? The balance of your letter seems to indicate that you are in favor of the proposal.

Very sincerely yours,

D A Schwab

May 3, 1954

My dear Mr. Schwab:

Your letter of April 26 in regard to the small boat harbor has been received. The statement in our previous letter about the lease for this property is correct. Miss Gladfelter does not feel that we should go ahead with this lease inview of the fact that the city is not in a position to proceed with the work. The Board has approved leasing the property to the city when terms satisfactory to the Board's legal department can be arranged so that just as soon as you or they can assure us that they have the funds in hand to go ahead with the work, we shall be glad to send a lease for consideration. As you know this is a valuable piece of property and Miss Gladfelter feels that we should be very sure what will be done with it before entering into a lease.

The statement which you made in your earlier letter about the possibility of a Territorial ferry system between Haines and Ketchikan and Prince Rupert, made us wonder what relation this would have to the small boat harbor and whether because of this it might be advisable to make some change in the terms of the lease. Miss Gladfelter would appreciate having any further information you can give regarding this.

Very sincerely yours,

Florence M. Goddard
Assistant in the Department
of Educational and Medical Work

Rev. Donald A. Schwab
Haines House
Haines, Alaska

FMG:ech

Haines Boat Harbor 5/15

Mr. Tribus
F. M. Goddard
Haines - Small Boat Harbor

First (or 1954) Proposal May 17, 1954

Attached is a copy of Dr. Armstrong's memorandum concerning this which I shared with you the other day. We thought you would like to have a copy for your files.

In view of the fact that this project is held up for the time being, we understand that you will do nothing about the lease. We shall want to wait until we have some very definite word from the town of Haines that they are ready to go ahead with the project and have funds for that purpose. If you should happen to receive any communication from the town, we know that you will share it with us before doing anything.

cc: Dr. Armstrong

Small Boat Harbor

L E A S E

HAINES, ALASKA

between

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, Lessor

and

TOWN OF HAINES, Lessee

Dated: June 1, 1954

L E A S E

Small Boat Harbor - Haines, Alaska

THIS LEASE, made the first day of June, 1954, between the BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA, a corporation existing under and by virtue of the laws of the State of New York with an office and principal place of business at 156 Fifth Avenue, City, County and State of New York, hereinafter called the Lessor, and the TOWN OF HAINES, a corporation organized under the laws of the Territory of Alaska, hereinafter called the Lessee,

WITNESSETH:

The Lessor, in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid and performed, hereby demises and lets to the Lessee the following described premises:

> ALL that piece of property situate and being in the Town of Haines, Territory of Alaska, described as follows:
>
> BEGINNING at U.S.L.M. No.573 which is also MCI. of U. S. Survey No.753; Thence North 80° 52½' West, along the line to corner 4 of U.S.Survey No.735 -- 44.36 ft. distance to the center line of the present road; Thence 4° 25' East on center line of present beach road, 200 ft. distance to the South line of said tract; Thence South 80° 52½' East to the mean tide water of Portage Cove 110 ft. distance more or less; Thence Northerly along the meantide water of Portage Cove to the North line of U. S. Survey No.735; Thence North 80° 52½' West 45 ft. distance more or less to U.S.L.M. No.573 and point of beginning.

this description being taken from a certain survey made and dated

SUBJECT to all zoning regulations affecting the premises now or hereafter in force; to any state of facts which an accurate survey may show; to restrictive covenants, easements and agreements of every kind and nature appearing in instruments of record or not of record.

TO HAVE AND TO HOLD the said premises with any appurtenances thereunto belonging unto the Lessee for and during the full term of twenty (20) years commencing at twelve o'clock noon on the first day of June, 1954 and ending on the 31st day of May, 1974 at twelve o'clock noon on that day, unless sooner terminated as hereinafter provided;

YIELDING AND PAYING therefor to the Lessor a net annual rental of Twenty-five Dollars ($25.00) for each of the years of said term, commencing on the first day of June, 1954 and ending on the 31st day of May, 1974, said payments to be made annually on the first day of June of each and every year during the period of this lease.

PROVIDED, NEVERTHELESS, that if the rent above reserved shall not be paid on any day whereon such payment is due and such default shall continue for a period of thirty (30) days thereafter; or if the Lessee shall at any time during the demised term fail in the performance of, or permit the violation of, any of the covenants, conditions, terms or provisions in this lease contained, which on the part of the Lessee are or ought to be observed, performed and fulfilled, when such default shall not be made good within thirty (30) days, or if during the demised term the Lessee shall be adjudicated bankrupt or take the benefit of any insolvency act, THEN, in any of the events enumerated above the Lessor may, at its option, on five days notice in writing, terminate this lease, and this lease and the term thereof shall automatically cease and determine at the expiration of the said five days period, and it shall be lawful for the Lessor at its option to enter the demised premises, or any part thereof, and to have, hold, repossess and enjoy the said premises and to remove all persons therefrom by summary proceedings, or by any action or proceeding, or by force or otherwise, any notice required by any city ordinance or by the laws of the Territory of Alaska, or any other statute now or hereafter in force, being hereby waived.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

FIRST: The Lessee shall during the term hereby granted pay to the Lessor the annual rent herein reserved and all such other sums as may become payable on account of the Lessee's default in the observance of any of the covenants herein contained on the Lessee's part to be performed.

SECOND: The Lessee shall during the term aforesaid pay and discharge all duties, taxes, assessments, and shall repair all buildings which may be erected on the demised premises at its own cost and expense.

In the default of the payment of any such duties, taxes, assessments or other charges by the Lessee, the Lessor may terminate this lease by giving five (5) days written notice to the Lessee of its intention so to do.

The Lessee shall render an annual report to the Lessor, submitting receipted tax bills, and receipts for any other bills which the said Lessor has paid in connection with the demised premises and shall render to the Lessor a statement at the end of each and every year on or before the 31st day of December that there are no liens or encumbrances against the premises herein demised.

THIRD: All buildings and improvements which may be erected or placed on or in the demised premises at any time during the term of this lease shall not be so erected or placed until their design has been approved by the Lessor in writing. All of said buildings which shall be so erected or placed on the demised premises shall be kept by the Lessee in good and substantial order and repair, outside and inside, at its sole cost and expense; and the Lessee shall comply with all the orders, regulations, rules and requirements of every kind and nature relating to the premises, now or hereafter in effect, of the federal, state, municipal or other governmental authorities, whether they be usual or unusual, ordinary or extraordinary, and whether they or any of them relate to structural changes or requirements of whatever nature, or to changes or requirements incident to, or as the result of any, use or occupation thereof or otherwise, and the Lessee will pay all costs and expenses incidental to such compliance, and will indemnify and save harmless the Lessor from all expense, and/or damages by reason of any notices, orders, violations or penalties filed against or imposed upon the premises, or against the Lessor as owner thereof, because of the failure of the Lessee to comply with this covenant.

FOURTH: The Lessee from and after the date of the commencement of the term of this lease will hold the Lessor harmless against any and all claims, suits, damages or causes of action for damages arising after the commencement of the term of this lease, and against any order or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person and/or property or loss of life sustained in or about the demised premises and the buildings and improvements thereon, during the term hereby demised, or upon the sidewalks, walks, paths, roads, steps, railings and approaches appurtenant thereto by any person or persons, or boats, or vessels, or automobiles, or bicycles, or motorcycles, or carts, or seaplanes, or aeroplanes whatever.

FIFTH: The Lessee will afford free dockage for any vessel belonging

to the Lessor for any period of time.

SIXTH: If any person or corporation - municipal, private or otherwise - shall at any time during the term hereby demised, lawfully condemn and acquire title to the demised premises or to any portion thereof, or to any building or buildings or their appurtenances now or hereafter erected thereon, pursuant to any law, general, special or otherwise, the Lessor shall be entitled to, and shall receive the award or payment therefor.

SEVENTH: The Lessee shall during the demised term maintain liability insurance, insuring the Lessor and the Lessee. The liability policy shall be one which will afford protection to the limit of $100,000 in the event of injury or death to a single person or to the limit of $300,000 in the event of any one accident. The original policies shall at all times be kept by the Lessor during the duration of the term of this lease. All such insurance is to be taken out at the sole expense of the Lessee. Upon failure at any time upon the part of the Lessee to pay the premiums for the insurance required by this clause, the Lessor shall be at liberty from time to time, as often as such failure should occur, to pay the premiums therefor, and any and all sums so paid for insurance by the Lessor shall be and become and are hereby declared to become rent under this lease and shall be immediately due and payable as such on the next rent day or any succeeding rent day.

EIGHTH: In the event that the demised premises or any buildings or improvements at any time thereon shall be damaged by fire, tornado, cyclone, earthquake, windstorm or explosion, or in or as the result of any riot, disorder or other any civil or military commotion, the rent herein reserved shall be paid as herein provided without any claim for any reduction or diminution whatever.

NINTH: In the event that the Lessor shall pay any sum of money, or do any act which shall require the expenditure of any sums by reason of the failure of the Lessee to perform any of the covenants or conditions herein contained, the Lessee covenants to repay immediately the payment of such sums to the Lessor upon demand, and in default thereof the sums so paid by the Lessor, together with interest thereon, may be added as additional rent to the fixed rent becoming due upon the next rent day, or any subsequent rent day and shall be payable as such.

TENTH: The Lessee will surrender and deliver up the demised lands and

any buildings erected thereon and all other fixtures and appurtenances at the expiration of the term of this lease or upon sooner termination of the term, in good repair and condition, reasonable wear and tear thereof excepted, and such buildings, improvements and fixtures shall become the absolute property of the Lessor.

ELEVENTH: If any mechanics or other liens or order for the payment of money shall be filed against the demised premises or any building or improvement thereon by reason of or arising out of any labor or material furnished or alleged to have been furnished or to be furnished to, or for the Lessee at the demised premises or for or by reason of any change, alteration or addition or the cost or expense thereof, or any contract relating thereto, the Lessee shall cause the same to be cancelled and discharged of record, by bond or otherwise at the election and expense of the Lessee.

TWELFTH: If, at any time during the demised term, the demised premises or any part thereof shall be abandoned by the Lessee, the Lessor may, at its option, enter into or upon the demised premises by force or otherwise, without being liable for any prosecution therefor, and without becoming liable to the Lessee for damages, and take possession of the demised premises, and this lease shall thereupon be null and void except that the Lessor may preserve any right of action which it may have against the Lessee by reason of the abandonment of the premises by the Lessee.

THIRTEENTH: The Lessor shall have at all times the right to enter the demised premises at reasonable hours for the purpose of inspecting them.

FOURTEENTH: The Lessee covenants not to use the premises or any buildings on the demised premises for any illegal or unlawful purpose or shall the Lessee permit the sale of liquor or spirits of any kind or nature on the demised premises or from any vessel anchored therein.

FIFTEENTH: This lease shall not be assigned without the written consent of the Lessor.

SIXTEENTH: Any notice, which under the terms of this lease or by any statute or ordinance now or hereafter enforced is provided to be given, may be given personally or by registered mail by enclosing such notice in a postpaid envelope directed as follows: To the Lessee at Haines, Alaska; to the Lessor at 156 Fifth Avenue, New York 10, N.Y.

SEVENTEENTH: It is understood and agreed that all the covenants, agreements, terms, conditions, provisions and undertakings in this lease contained, shall extend to and be binding upon the successors and assigns of the respective parties hereto and that the same shall be construed as covenants running with the land; and wherever in this lease reference is made to either of the parties hereto, it shall be held to include and apply also to their successors and assigns, the same as if in each and every case so expressed.

IN WITNESS WHEREOF the parties hereto have caused this lease to be signed by their proper officers and their corporate seals to be hereunto affixed according to the day and year first above written.

Witness:

TOWN OF HAINES

By_____

_____

BOARD OF NATIONAL MISSIONS OF THE PRESBYTERIAN CHURCH IN THE UNITED STATES OF AMERICA

By_____
D. Allan Locke, Treasurer

_____

December 15, 1954

Commandant
United States Coast Guard
Treasury Department
Washington, D. C.

Dear Sir:

This is written in the thought that from yesterday's tragedy at Haines, Alaska, wherein a Coast Guard Grumman Albatross crashed with the loss of at least four lives, some good may come -- if, through that experience, top-level Coast Guard assistance may be enlisted in cooperation with efforts made by this community.

In this there is no need to dwell on yesterday's loss of life and property. Nor is it my purpose to comment on cause. But I do wish to call attention to the fact that earlier rescue, fuller recovery, and greater saving of life would have resulted but for the absence of one basic community facility. The fishing community of Haines has absolutely no mooring facilities for its substantial fishing fleet.

Some 75 commercial fishing boats fished here during the season just past. Perhaps 50 of those are locally owned and based. For lack of a long-sought boat harbor those boats, when needed yesterday, were on the beach or upland in winter storage. When the crash occurred boats had first to be removed from storage or dug out from the snow, launched, and readied for operation before rescue could start. Because of the accident's proximity to town - and a sudden, ominous silence during aircraft takeoff - general awareness of the accident was immediate. The townspeople went into action at once toward putting boats in the water. Yet in view of the inevitable time loss which that involved, it is near-miraculous that <u>any</u> Coast Guardsmen survived.

Had there, instead, been a boat harbor in the vicinity for the protection of such vessels, all would have been on site and in readiness; and within minutes boats would have been alongside the sinking aircraft.

A breakwater for Haines has been estimated by engineers to cost less than the cost of a Grumman Albatross - without regard to loss of equipment, loss of training investment, loss of experience, and loss of life.

Such a project is, of course, not the responsibility nor within the jurisdiction of the Coast Guard. It is a Rivers & Harbors matter and would require sponsorship of the Department of Defense through the Corps of Engineers. Yet yesterday's accident is but one illustration of the need and usefulness of a boat harbor - both to the services and to aircraft and marine activities generally.

One year ago the United States completed a two million dollar

evacuation dock 5 miles from Haines. A boat harbor in this area is basic to evacuation. The United States is now building a thirty million dollar pipeline to connect Haines with military bases near Fairbanks; with major installations at Haines. These and other pending projects will mean community growth, increased air and sea traffic, increased reason for periodic Coast Guard attention. Presence of a boat harbor would enable the Coast Guard in time of emergency to draw on the many Haines residents who follow the sea and who know these waters - as during the war Coast Guard auxiliary units were established wherever facilities and need existed. The need is here. It has not been acknowledged in the right places. Yet military and civilian interests to be served by such a project, and benefits to be derived by each, would in large measure coincide.

Haines must have help in renewing its case for a boat harbor before the Department of Defense. Just as the community has too limited an economy and too limited a population to provide the basic breakwater, it has by itself too limited a voice to have gained effective notice. We wish, therefore, to enlist your voice and your active support - as well as that of other agencies which, properly, should share our concern for a breakwater at Haines, Alaska.

Your views and assistance in this respect are respectfully urged.

Very truly yours,

Burke Riley

P.S. Should an inquiry be held on yesterday's accident it would seem appropriate to call attention to the absence of a breakwater in this area for its bearing on that misfortune.

December 18, 1954

Commandant
United States Coast Guard
Treasury Department
Washington, D. C.

Dear Sir:

Following my letter of December 15th, I should like, for accuracy's sake, to touch on subsequent newspaper mention of the Coast Guard Albatross crash which occurred at Haines, Alaska on December 14th.

The December 15th and 16th issues of THE DAILY ALASKA EMPIRE reached Haines just today, the community having been weather bound meanwhile. No criticism is in this intended of the newspaper. It was simply not represented on the scene and perhaps had to improvise on the basis of sketchy reports received.

The December 15th story states in part:

> "Small boats in Haines harbor put out immediately to the rescue and picked up four survivors, one of whom, Coast Guardsman Habecker, died a few hours later."

Unfortunately, that is not true. There is no Haines harbor worthy of the name, and there is no small boat harborage anywhere in the area from which small boats may "put out immediately". Boats reached the water as described in my earlier letter. This may be verified by Robert "Jeff" David who first reached the aircraft and who picked up the three survivors; as well as by many others who were at hand. Habecker, by general agreement of observers, was dead before picked up, although resuscitation efforts were conducted without let-up until Dr. Fortun's arrival from Skagway some four hours later.

But the point here stressed is that the boats when needed were on the beach, under the snow, and in storage around town; all for lack of a boatharbor or breakwater.

In the same account of the crash it is stated:

> "Dr. O. J. Fortun was rushed by speedboat from Skagway 15 miles away, shortly after the crash."

The crash occurred at approximately 1:10 p.m., Haines time. Dr. Fortun arrived no earlier than 5:00 p.m. The boat in which he arrived bucked rough weather and high seas all the way and to date has not been able to return to Skagway because of continued hazardous conditions. It was necessary to guide the boat into Haines by lights of automobiles parked near the beach - where, in turn, the speedboat was beached in the absence of a boat harbor.

In the December 16th issue it is stated:

> "A Coast Guard Board of Investigation will be held here /Juneau/ this morning from Kodiak, according to reports received in Juneau."

An investigation in Juneau can elicit certain of the facts. The eye-witnesses are in Haines, however, where supplementary investigation should be conducted if the inquiry is to be realistic. I understand that some residents of Haines have been interviewed but, by local report, not all who could contribute substantially. Such interviews were, I assume, conducted by personnel from the CITRUS after its arrival here soon after the crash; as well as by personnel aboard the Coast Guard "90 footer" which later came in from Juneau.

My primary purpose in this, however, is to reiterate this area's need for effective assistance in obtaining a boat harbor-breakwater for small craft; the existence of which would have minimized last Tuesday's losses. Your joining with this community toward attainment of that objective will be both in the public interest and greatly appreciated.

Thanking you for your consideration hereof, I am

Respectfully,

Burke Riley

P.S. As must already have come to Coast Guard attention, recognition of the extraordinary efforts of "Jeff" David and others in the area, including several nurses, would be most appropriate; without which participation loss would doubtless have been total.

It would be impossible to appraise and acknowledge the efforts of all who took part. However, special mention is due Dr. Fortun, a man of advanced years who went through an ordeal to reach Haines which few younger men would that day have undertaken; and to Jim Alexander of Skagway, owner and operator of the speedboat which has since been beached in Haines. Alexander has meanwhile lost several days work without indication from any source of reimbursement for time or services.